

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Kristi Caravella/954-797-2099

PREPARED BY: Kristi Caravella/Executive Assistant to the Town Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING AND EXECUTING THE EXTENSION OF THE LEASE AGREEMENT BETWEEN CLEAR CHANNEL OUTDOOR AND THE TOWN OF DAVIE. (\$30,000 total revenue) (tabled from August 5, 2009)

REPORT IN BRIEF: In November 2002 the Town purchased the property of a portion of land within the YAF plat located along State Road 7 (441) for future construction of a fire station which had a billboard on its property that was owned by F.W. Holding 441, Inc. In 2003 the Town of Davie and Clear Channel Inc. executed and entered into an Assignment of Lease, Assumption & Consent agreement and assumed all rights to and interests in this lease. This resolution extends the lease agreement with Clear Channel Outdoor for a term of three (3) years ending on July 1, 2012. (\$30,000 total revenue)

PREVIOUS ACTIONS: Resolution 2003-253

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? Yes

Additional Comments: Revenue reduction of \$5,000 per year

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Lease Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING AND EXECUTING THE EXTENSION OF THE
LEASE AGREEMENT BETWEEN CLEAR CHANNEL OUTDOOR
AND THE TOWN OF DAVIE.

WHEREAS, the Town of Davie purchased a 1.1292 acre site located at Oakes
Road and State Road 7 in November, 2002 for future construction of a fire station; and

WHEREAS, F.W. Holding 441, Inc. the previous owner entered into a lease
agreement with Clear Channel Outdoor, f/k/a Eller Media in February 2000 for a
billboard that exists on the property; and

WHEREAS, the Town executed an Assignment of Lease, Assumption & Consent
with Clear Channel Outdoor in 2003 and assumed all rights to and interests in this lease;
and

WHEREAS, the Town of Davie has a good working relationship with Clear
Channel Outdoor Inc. and wishes to continue this lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Lease Agreement attached hereto as Exhibit "A" shall be
fully executed by the Mayor and Town Clerk

SECTION 2. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2009



Lease#: **59423**

By: Greg

Hibbs -

6-15-09

LEASE AGREEMENT

1. The undersigned **TOWN OF DAVIE** ("Landlord") leases to CLEAR CHANNEL OUTDOOR, a Delaware corporation ("CLEAR CHANNEL"), exclusively and quiet possession the following described property ("Property"), for the purpose of erecting and maintaining outdoor advertising structure/s, including fixture connections, panels, signs, copy and any equipment and accessories as CLEAR CHANNEL may place thereon (collectively, the "Structures"), together with free access to the Property and use of the Property to construct, improve, supplement, post, paint, illuminate, maintain, repair, or remove the Structures. CLEAR CHANNEL may license the use of the Structures, or any portion thereof, for any lawful purpose. The Property is located at:

Address/Ride: **3599 S. STATE ROAD 7/ 441 WL 150F NO SW 36TH ST**
PCN/Legal: **0124 12 0010**

In the Town of Davie, County of **Broward**, State of Florida

2. This Lease shall be in effect for a base term of **THREE (3)** years, commencing on **JULY 1, 2009**.

3. The rent shall be ***TEN THOUSAND-----00/100-**, (**\$10,000.00**) dollars per year, plus Florida Sales Tax, payable by Clear Channel in twelve (12) equal monthly payments in advance.

4. This Lease shall continue in full force and effect for its initial term ~~and thereafter for subsequent like terms~~, unless not less than ninety (90) days before the end of any such term Landlord or CLEAR CHANNEL gives a written Notice of termination. CLEAR CHANNEL shall have the right to terminate the Lease at the end of any monthly period during the initial term or any subsequent term upon Notice to Landlord served not less than thirty (30) days prior to the end of such monthly period. If ownership of the Property changes, Landlord shall promptly notify CLEAR CHANNEL of such change and furnish the new owner with a copy of this lease.

5. CLEAR CHANNEL is the owner of all Structures and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination of this Lease. If for any reason, CLEAR CHANNEL's Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed. CLEAR CHANNEL has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures. All such permits remain the property of CLEAR CHANNEL.

6. Landlord and Landlord's tenants, agents, or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in CLEAR CHANNEL's sole opinion, would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after Notice from CLEAR CHANNEL, CLEAR CHANNEL may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease; or (c) reduce the rent to ~~One Hundred Dollars (\$100.00)~~ per year while the obstruction continues. CLEAR CHANNEL may trim any trees and vegetation on the Property and on any adjacent property controlled by Landlord as often as CLEAR CHANNEL in its sole discretion deems appropriate to prevent obstructions. **Pursuant to this clause, there shall be no rental reduction without the advanced written permission of the Landlord and Tenant.**

7. If, in CLEAR CHANNEL's sole opinion: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) the Structures' value is substantially reduced by lower vehicular circulation; (d) the Structures' value for advertising purposes is otherwise diminished; (e) CLEAR CHANNEL is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures as CLEAR CHANNEL may desire; or (f) the Structures' use is prevented or restricted by law, CLEAR CHANNEL may immediately at its option either: (i) reduce rent in direction proportion to the loss suffered; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. If CLEAR CHANNEL

is prevented from illuminating its signs by law, or other cause beyond CLEAR CHANNEL's control, the rent shall be reduced by ~~one-third~~. **Pursuant to this clause, there shall be no rental reduction without the advanced written permission of the Landlord and Tenant.**

8. In the event the Structures or any part thereof, or any portion of the Property, is condemned by proper authorities, or any right -of-way from which the Structures are visible is relocated, CLEAR CHANNEL shall have the right to relocate the Structures on Landlord's remaining Property or to terminate this Lease upon not less than thirty (30) days' Notice and to receive all pre-paid rent for any unexpired term of this Lease. Any condemnation award for Structures shall accrue to CLEAR CHANNEL. If condemnation proceedings are initiated, Landlord shall use its best efforts to include CLEAR CHANNEL as a party thereto.

9. Landlord represents that it is the owner (or authorized agent of the owner) of the Property and has the authority to enter into this Lease.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to CLEAR CHANNEL on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to CLEAR CHANNEL. If Landlord encumbers the Property subsequent to the commencement date hereof, Landlord shall deliver to CLEAR CHANNEL on or before, the effective date of encumbrance a non-disturbance agreement in a form reasonably acceptable to CLEAR CHANNEL.

11. If (a) CLEAR CHANNEL has not been informed of the current address of Landlord or its designated agent, or (b) two or more of the monthly payments sent by CLEAR CHANNEL are not deposited by Landlord within ninety (90) days after the last such payment is sent by CLEAR CHANNEL, then no rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives CLEAR CHANNEL Notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, CLEAR CHANNEL's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.

12. CLEAR CHANNEL shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by CLEAR CHANNEL, CLEAR CHANNEL's employees, agents, licensees and contractors. Landlord shall indemnify and hold CLEAR CHANNEL harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

13. This Lease is binding upon the heirs, assigns and successors of both Landlord and CLEAR CHANNEL. Landlord agrees not to assign this Lease to any competitor of CLEAR CHANNEL without CLEAR CHANNEL's written permission. CLEAR CHANNEL shall have the absolute right to assign or sublet.

14. Any notice ('Notice') to any party under this Agreement shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Agreement, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested to such address; provided that in either case Notices shall be delivered to such other address as shall have previously been specified in writing by such party to all parties hereto at their respective addresses then in effect.

15. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement because the other party breached this Agreement, the prevailing party shall be entitled to reimbursement for reason able attorneys' fees and all related costs and expenses.

16. Neither Landlord nor CLEAR CHANNEL shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of CLEAR CHANNEL and Landlord with respect to the Structures and the Property. This lease (proposal) may only precede an existing lease agreement upon the full execution of both parties, Landlord and Tenant. ~~Furthermore, all terms of this Lease shall remain confidential, and neither party to the Lease, nor any agent to such party, shall disclose its substance or content without the written permission of both parties.~~

17. The Tenant shall furnish the Landlord with a Certificate of Insurance in the amount of \$1,000,000.00 showing the Landlord as Co-Insured or Additional Insured.

18. The Tenant shall be responsible for any and all costs involved with this billboard and within sixty (60) days from this lease being fully executed the Tenant shall paint the monopole of the sign structure.

**INFORMATION
(2 Witnesses Required)**

PLEASE FILL IN ALL OF BELOW

Landlord Witness

Landlord Witness

Branch: CLEAR CHANNEL OUTDOOR – S. FL Div.

Attn: Greg Hibbs - Real Estate Representative
5800 NW 77th Court

Name

Miami, Florida 33166
Tel No. (305) 592-6250, Ext: 1543

Address

Fax No. (305) 714-3480

City & State

By: _____

Tel No#:

Zip

Jasper Johnson -
It's: President, CLEAR CHANNEL OUTDOOR – S. FL Div.

SS or Tax ID No.:

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Thomas J. Willi, Town Administrator / 797-1023

SUBJECT: Resolution

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING AND EXECUTING THE ASSIGNMENT OF LEASE, ASSUMPTION & CONSENT BETWEEN F.W. HOLDING 441, INC. AND THE TOWN OF DAVIE.

REPORT IN BRIEF: In February 2000 Eller Media entered into a lease agreement with the property owner of a portion of land within the YAF plat located along State Road 7 (441). In November 2002 Clear Channel Outdoor, Inc the successor and assignee of all rights of Eller Media entered into an Amendment to Lease with F.W. Holding 441, Inc., which owned the aforementioned parcel. In November 2002 the Town purchased the property for \$675,000 for future construction of a fire station and should have executed an Assignment of Lease, Assumption & Consent. This oversight was recently detected and this resolution will fully and properly execute this document.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? N/A

RECOMMENDATION(S): Motion to approve resolution.

Attachment(s): Resolution.

Resolution _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING AND EXECUTING THE ASSIGNMENT OF LEASE, ASSUMPTION & CONSENT BETWEEN F.W. HOLDING 441, INC. AND THE TOWN OF DAVIE.

WHEREAS, the Town of Davie purchased a 1.1292 acre site located at Oakes Road and State Road 7 in November, 2002 for future construction of a fire station; and

WHEREAS, F.W. Holding 441, Inc. the previous property owner, entered into a lease agreement with Clear Channel Outdoor, Inc, f/k/a Eller Media in February 2000 for a billboard that exists on the property; and

WHEREAS, for and in consideration of the sum of one dollar and other good and valuable consideration paid by the Town, F.W. Holding 441, Inc. wishes to assign all of its right, title, interest, claims, rents due, or to become due in the aforementioned lease to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Assignment of Lease, Assumption & Consent attached hereto as Exhibit "A" shall be fully executed by the Mayor and Town Clerk

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2003

Mayor/Councilmember

ATTEST:

Town Clerk

APPROVED THIS ____ DAY OF _____ 2003


MONROE D. KIAR
TOWN ATTORNEY
TOWN OF DAVIE
6191 SW 45th Street, Suite 6151A
Davie, Florida 33314
(954) 584-9770

MEMORANDUM

DATE: September 11, 2003

TO: Russell Muniz, Town Clerk

CC: Mayor and Councilmembers
Tom Willi, Town Administrator

FROM: Monroe D. Kiar, Town Attorney 

RE: Davie purchase from F.W. Holding 441, Inc.
Control Number: 021100

Pursuant to your request, I have reviewed the documents that you transmitted to my attention as well as my file related to this matter. The Resolution and accompanying Agenda Report appear to be in proper form for transmittal to the Town Council for its approval.

ASSIGNMENT OF LEASE, ASSUMPTION & CONSENT

FOR AND IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration in hand paid by Assignee, Town of Davie, receipt of which is hereby acknowledged by the Assignor, F.W. Holding 441, Inc., Assignor does hereby and herein assign to Assignee all of its right, title and interest in a certain Lease dated February 22, 2000 between Assignor and Eller Media n/k/a Clear Channel Outdoor, Inc., a Florida corporation, the Tenant, and subject to covenants and conditions as stated in the Lease as amended November 7, 2002. Assignor also assigns to Assignee all claims or rents due or to become due the Landlord under the Lease and states that rent has been paid for the period through June 30, 2003.

Attached hereto is the Lease assigned as Exhibit "A" with Amendment dated November 7, 2002

Dated this 16th day of December 2002.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

ASSIGNOR

WITNESSES:

F.W. HOLDING 441, INC., a Florida corporation

Sign Linda Hoag

Print LINDA HOAG

Sign [Signature]

Print Bryson Abbott

By : [Signature]
Donald M. Marks, President

ASSUMPTION

FOR AND IN CONSIDERATION of the foregoing Assignment, Town of Davie, as Assignee, does hereby assume the obligations as Landlord contained in and agrees to be bound by the terms and provisions of the Lease attached hereto as Exhibit "A".

Dated as of the 16th day of December 2002.

BUYER/LANDLORD

TOWN OF DAVIE, a municipal corporation of the
State of Florida

ATTEST:

By: _____
Harry Venis, Mayor

Russell Muniz, Town

CONSENT TO ASSIGNMENT

THE UNDERSIGNED, as Tenant of the premises described in the Lease attached hereto as Exhibit "A", does consent to the foregoing Assignment of Lease to Town of Davie

The undersigned acknowledges that the Lease is in good standing, that there are no breaches by the Landlord, that there are no modifications except that certain Amendment to the Lease dated November 7, 2002 and that the annual rent due under the Lease is \$13,500.00 and has been paid through June 30, 2003, the next payment of rent being due July 1, 2003.

Dated this 16th day of December 2002.

Tenant:
Clear Channel Outdoor, Inc.

By: 

Jeff Andres
Vice President of Real Estate
Print name of officer signing

#12

**Eller Media
Lease Agreement**

Lease#: 59423
Leased by: Greg Hibbs

Dixie Southland Corporation ("Landlord") owns that certain property located in the City of Davie County of Broward, and more fully described as follows:

Address (Commonly): 3599 S. State Road 7, Davie, Florida

Ride Description: US Hwy 441 W 150F N SW 36th St. Davie

Legal Description: Sketch attached as Exhibit "A" a portion of Parcel "A" of "Y.A. F. Plat" 125-26

as recorded in the Public Records of Broward County, State of Florida, (the "Property"). In consideration of the agreements, covenants, promises, representations and warranties contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby leases to Eller Media, a Delaware corporation ("Tenant"), and Tenant hereby leases from Landlord, the Property on the following terms and conditions (this "Lease"):

1. **Rent.** Tenant shall pay Landlord rent of * Thirteen Thousand & Five hundred and XX/100 Dollars, (\$13,500.00) per year paid Annually in advance, plus Florida Sales Tax, with the first of such payments to be made July 1, 1999 (the "Rent Commencement Date") and thereafter annually on the anniversary of the Rent Commencement Date, each such payment to be Annually period during this period the Lease is in effect. Rent for any partial period shall be prorated on a daily basis.

* \$13,500 annually for first 5 years; \$15,000.00 annually for second 5 years. The first years rent shall be prorated since the few months of rent had been paid, Landlord shall get one check for the months unpaid (January or February 2000) to June, 2000 within thirty days of lease execution date.
2. **Term.** The term of this Lease is for Ten (10) years from the "Rent Commencement Date", as herein defined, ending June 30th, 2009.
3. **Effective Date.** This Lease becomes effective on the date this Lease is fully signed by all parties (the "Effective Date"). However, rent commencement date shall be July 1, 1999.
4. **Purpose.** The purpose of this Lease is for Tenant to construct, and/or maintain and operate a sign structure (the "Structure") on the Property and to operate painted, printed, illuminated and/or electrical signs on the Structure, and all other uses not inconsistent therewith, including all necessary supporting structures, devices, illumination facilities and connections, service ladders, and other appurtenances. Tenant may also use the Structure to provide telecommunications infrastructure and revenue shall be shared 50/50.. Any such infrastructure is to be installed in or attached to the Structure.
5. **Tenant's Right to Enter and Use.** For the duration of this Lease, Tenant has the non-exclusive right to enter onto the Landlord property of which the Property is a part and to use the Structure for the purposes described in this Lease and any other purposes allowed or required by this Lease, and Tenant has the exclusive right to use the Property for advertising and the exclusive right to use the Structure to provide telecommunications infrastructure. Tenant shall maintain the Structure at Tenant's cost and expense. Tenant shall pay all utility charges in connection with the operation and maintenance of the Structure. Tenant shall keep structure in clean and good condition working condition, if Landlord notifies Tenant in writing stating the Tenant has not complied with this clause, the Tenant shall have 60 days to correct said defect, in the event, the Tenant does not correct this defect, then the Landlord may give the Tenant a thirty day (30) notice to cancel this lease agreement.
6. **Tenant's Hold Harmless.** Tenant shall hold Landlord harmless and defend from all damage to persons or property resulting from the negligent or intentional acts or omissions on the Property of Tenant's agents, employees or workers in the construction, maintenance, repair or removal of any Structure or any signs thereon. General Liability Insurance naming Dixie Southland as Additional insured with 30 days notice of cancellation and \$1,000,000.00 combined single limit shall be provided by Tenant.
7. **Obstruction.** Landlord shall take all steps necessary to ensure that Landlord, its agents, employees or any other persons acting on Landlord's behalf do not place or maintain any object on the Property or on any neighboring property within Landlord's control which would in any way substantially obscure, obstruct or in any other way substantially affect the view or use of the Structure or any sign thereon. If the view or use becomes substantially obscured, obstructed or otherwise affected, Tenant may, in its sole discretion, without affecting any other remedy Tenant may have, (i) request that the Landlord remove or remedy the obstruction or other condition causing the defect in the view or use, (ii) itself remove or remedy the obstruction or other condition and charge the cost of such removal or remedy to Landlord, or (iii) reduce the rental herein paid to the sum of Five Dollars (\$5.00) per year for the period during which the obstruction or other condition continues. Notwithstanding the foregoing, Tenant has the right to trim or remove any trees, bushes or other foliage in any way inhibiting the view or use of the Structure or any sign thereon.

LEASP bb 5/3/99

EXHIBIT NO. A

Rep

Tenant acknowledges that a building, not in excess of 20 ft in height and is located west of the billboard will not cause an obstruction of the structure

8. Ownership/Removal. At all times, Tenant is and remains the owner of the Structure, and all signs and permits of any kind in relation thereto, and has the right to remove the Structure at any time. Any failure or delay in removing the Structure does not in any way constitute a waiver of Tenant's rights or an abandonment of the Structure, any signs or any permits by Tenant. At all times, Landlord shall allow Tenant reasonable access to the Property to effect any Tenant action allowed or required by this Lease or by applicable law. Following the removal of any Structure, Tenant shall make good faith efforts to return the Property to the condition it was in immediately prior to the removal of the Structure, fair wear and tear excepted. Tenant agrees to clean the area of any debris caused by removal of the Structure.
9. Condemnation. Tenant is entitled to recover from any condemning governmental authority payment for the loss of its leasehold interest, loss of its Structure or the use thereof, and for all other losses for which Tenant is otherwise entitled to recover under applicable law. If the condemning authority pays the condemnation award to Landlord, Landlord shall immediately thereafter pay Tenant the amount specified in the condemnation award for the Tenant's interest. In the event Tenant does not agree with the amount specified in the condemnation award, or the condemnation award does not specify the amount of Tenant's award, Tenant may, in its sole discretion, institute proceedings to acquire an award amount satisfactory to Tenant, from the condemning authority, and Landlord agrees to cooperate fully with Tenant in such event. In the event any right, title or interest of Landlord in the Property or any portion thereof is acquired by any governmental authority or quasi-governmental authority, in any way or manner or by any action whatsoever, and such entity attempts to terminate this Lease, then notwithstanding any such right, title or interest, such authority shall compensate Tenant in the same manner and to the same extent as if such authority had taken the Property or portion thereof by condemnation or threat of condemnation. Landlord and Tenant pursue remedies separately.
10. Hold Harmless. Landlord and Tenant shall defend and hold each other harmless from any liability arising out of the presence, manufacture, transportation, treatment, storage, handling, disposal, processing or use (collectively "Use") caused by the indemnifying party of any substances designated as, or containing components designated as hazardous, dangerous, toxic or harmful by any federal, state or local law, regulation or ordinance, (collectively, "Hazardous Substances") on the Property. Without limiting or affecting the survival of other provisions of this Lease, Landlord's and Tenant's obligations contained in this Section shall survive termination of this Lease. Tenant shall not bring hazardous substances onto the property in violation of this lease.
11. Standard Terms and Conditions. Those terms and conditions contained in the attached Addendum of Standard Terms and Conditions are hereby incorporated herein by this reference.

Rep

IN WITNESS WHEREOF, the undersigned signed this Lease this 22nd day of FEBRUARY, 2000

Barbara Laticosa
WITNESS: *Barbara Parker*
David C. Kromer
WITNESS: DAVID C. KROMER

LANDLORD: Dixie Southland Corporation

Raymond Parker, Jr.
Raymond Parker, President

Address: 810 NE 20th Avenue
City, ST, Zip: Fort Lauderdale, Florida 33304
Telephone: (954) 768-0278
Fax#: (954) 768-0276
SS# or Tax Id: 65-6110401

TENANT:

Eller Media
a Delaware corporation

John Jacobs 3/14/00 *[initials]*
John Jacobs
President

Eller Media
5800 NW 77th COURT
MIAMI, FL 33166
Attention: Real Estate Department

Phone: (305) 592-6250
Fax: (305) 714-3480

Amendment to Lease

This Amendment made this 7th day of November 2002 in Broward County Florida by and between Clear Channel Outdoor, Inc. a Florida corporation, (the "Tenant") with a post office address of

5800 NW 77 Court, Miami, FL 33166

and F. W. Holding 441, Inc., a Florida corporation (the "Landlord") with a post office address of 4951 S.W. 34th Place, Davie, FL 33314

Whereas Eller Media and Dixie Southland Corporation a Florida corporation entered into that certain lease No. 59423 dated the 22nd day of February, 2000 (the "Lease") covering certain lands which are a part of the YAF Plat as more correctly described therein; and

Whereas Clear Channel Outdoor, Inc., a Florida corporation is the successor and assignee of all of the rights of Eller Media under the aforementioned lease, and

Whereas F.W. Holding 441, Inc. is the current owner of the land described in the Lease and assignee and successor landlord holding all of the rights of Dixie Southland Corporation under the Lease; and

Whereas the parties have determined that it is in their best interests and to their mutual benefit to amend paragraph 7 of the Lease as set forth below;

Now, therefore, in consideration of the premises and in further consideration of the mutual covenants hereinafter set forth the parties agree as follows:

1. The last sentence of paragraph 7 is hereby deleted.
The following sentence is inserted in place of the former last sentence of paragraph 7:

"Tenant acknowledges that a building of any height located to the west of the billboard will not cause an obstruction of the structure."
2. In all other respects the Lease is ratified.

In Witness whereof the parties have caused these presents to be executed by their duly appointed officers the day and year first above written.

Signed in our presence:

Landlord:

F.W. Holding 441, Inc.

Sandra Hoag

Donald M. Marks
Donald M. Marks, President

By:

Donald M. Marks
Donald M. Marks, President

Tenant:

Clear Channel Outdoor, Inc.

By:

Print name of officer signing

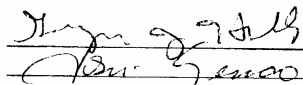
Amendment to Lease

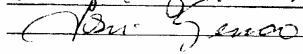
Page 2

In witness whereof the parties have caused these presents to be executed by their duly appointed officers the day and year first above written.

Signed in our presence:

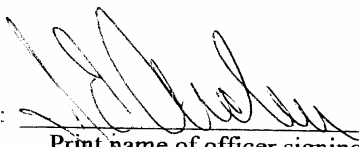
Landlord:
F.W. Holding 441, Inc.





By: _____
Donald M. Marks, President

Tenant:
Clear Channel Outdoor, Inc.

By:  _____
Print name of officer signing
JEFF MARKS
V.P. OF ADVERTISING

